

AGREEMENT BETWEEN

THE LONG HILL TOWNSHIP BOARD OF EDUCATION

AND

THE LONG HILL TOWNSHIP ASSOCIATION OF SCHOOL ADMINISTRATORS

July 1, 2013 to June 30, 2016

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## **1. PREAMBLE**

This Agreement, to be effective the first day of July, 2013, is by and between the Board of Education of Long Hill Township, hereinafter called "The Board," and the Long Hill Township Association of School Administrators, hereinafter called "the Association."

## **2. RECOGNITION**

### **2.1 Inclusions and Exclusions**

The Board recognizes the Association as the majority representative of the Administrative and/or Supervisory personnel employed by the Board for the purpose of collective negotiations and with respect to terms and conditions of employment pursuant to New Jersey Chapter 303 of the Laws of 1968 and amendments thereto. Exclusions:

Superintendent/Chief School Administrator  
Board Secretary/Business Administrator  
Internship Assignments  
Consultants

### **2.2 Jobs Covered**

Unless otherwise indicated, the term Administrator, when used hereinafter in this Agreement, shall refer to the employees represented by the Association in the negotiating unit. During the term of this Agreement period, the job functions of the Association members include Principal of Millington School, Principal of Central School, and Principal of Gillette School. To foster efficiencies, the school district has filled some of these positions by assigning dual roles to its Administrators. The only current dual-role position is Principal of Gillette School/Director of Curriculum. Future dual-role positions, when, and if, established, shall become part of this contract as an addendum. The dual-role nature of these jobs is reflected in certain sections of the agreement. If the district should choose to modify its work functions, and some jobs change to single-role positions or secondary responsibilities are changed, certain sections of this agreement will be amended.

## **3. NEGOTIATIONS PROCEDURES**

A. The Board and the Association agree to enter into collective negotiations for a successor agreement in accordance with Chapter 303, Public Laws 1968 and amendments thereto. Both parties shall agree upon ground rules. The initial meeting shall be scheduled by mutual consent of both parties, during the year preceding termination of this Agreement.

## **4. GRIEVANCE PROCEDURES**

### **4.1 Grievance**

Grievance as used herein shall mean a claim by the Association and/or Administrator that there has been an improper or unjust administrative decision, application, interpretation, or violation of the terms of this Agreement affecting the terms and conditions of employment.

### **4.2 Grievance Procedure**

1. A grievance to be considered under this procedure must be initiated in writing and filed with the Superintendent within thirty (30) calendar days from the time the grievant knew of its occurrence. The grievance must specify the following:

- The date of the occurrence giving rise to the grievance
- The date the grievance is filed
- The nature of the grievance
- The specific provisions of the contract or specific board policies allegedly violated
- The remedy being sought
- All documents supporting the grievance shall be attached

2. An Administrator with a potential grievance shall first discuss it with the Superintendent, either directly or through the Association's representative from within the district, with the objective of resolving the matter informally.

3. The Superintendent will meet with the grievant in a good faith effort to resolve the matter and render a written decision within fourteen (14) calendar days of receipt of the written grievance.

4. If an agreeable solution is not reached, the grievant will have the right to appeal the Superintendent's decision to the Board for a final determination. Such appeal must be made in writing to the Board, and must be made within fourteen (14) calendar days of a decision by the superintendent.

5. After receiving the grievant's written appeal, the Board will review it at its next meeting. If appropriate, and mutually agreeable to the grievant and the Board, the Board will hear the grievance at the next regularly scheduled meeting following initial review of the written appeal. A written response to the grievance will be compiled within fourteen (14) days of the hearing. The decision of the Board of Education will be final except as provided below in paragraph 6. Copies of the decision will be furnished to the grievant and the Association.

6. Any grievance concerning the interpretation of a provision contained in this negotiated agreement between the Board of Education and the Association may, upon written request of either the Board or the Association, be submitted to advisory arbitration within fourteen (14) calendar days after the decision of the Board. Within seven (7) calendar days, the Board and the Association will attempt to agree upon an arbitrator.

If the Board and the Association are unable to agree upon the arbitrator, the party desiring arbitration shall, within seven (7) calendar days, request of PERC (Public Employees Relations Commission) the assignment of an arbitrator in accordance with its rules and regulations. The Board and the Association will share the costs for the services of the arbitrator equally.

7. Nothing contained herein will preclude the Board and the Association from substituting binding arbitration for advisory arbitration subject to the mutual consent of both parties.

8. All pertinent data shall be filed in a separate grievance file and kept with the Board Secretary indefinitely and shall not be kept in the personnel file of the participants.

#### 4.3 Representation

Any party in interest may be represented at all stages of the grievance procedure by himself/herself, legal counsel, and/or by a representative. If an administrator is not represented by the Association, the Association will have the right to be present and to state its view at all stages of the grievance procedure.

#### 4.4 Changes

The stated time schedule may be altered if agreed to by all parties in writing.

### **5. SICK LEAVE**

Administrators employed for 200 or more days per year shall be entitled to fourteen (14) sick days each work year as of the first official day of said work year. All Administrators employed less than 200 days will be granted one (1) day of sick leave for every twenty (20) days of employment.

Unused sick leave days shall be accumulated from year to year.

### **6. WORK YEAR, VACATION AND HOLIDAYS**

#### 6.1 Work Year

The work year shall consist of 261 days, less twenty vacation days and up to fifteen (15) specified holidays. The work year begins July 1 and concludes on June 30. The employee shall be on duty during all hours of school and administrative operation and shall also be responsible to attend weekend functions, evening functions and Board meetings as required. Administrators shall be permitted to work from home on inclement weather days when the Superintendent has determined that schools will be closed.

## 6.2 Paid Holidays

Under normal circumstances, and unless a change is mutually agreed upon by the individual Administrator and the Superintendent, holidays for Administrators shall be consistent with the school calendar adopted by the Board of Education, except Administrators may be required to work all or part of Mid Winter Recess, Christmas Recess, and/or Spring Recess, with the agreement/direction of the superintendent to meet district needs and/or satisfy the work year terms of this Agreement. All legal holidays within these recess periods shall be holidays for all Administrators. Prior to July 1 of the next fiscal year, the Administrator shall develop a proposed work schedule for the upcoming year for review with the Superintendent.

## 6.3 Recognized Holidays

Holidays recognized by the Long Hill Township school district are limited to the following:

Independence Day	Labor Day	Rosh Hashanah
Yom Kippur	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	Day After Christmas
New Year's Day	Martin Luther King Day*	President's Day
Day after President's Day	Good Friday	Memorial Day

\*Martin Luther King Day shall be considered a holiday for Administrators provided that school is closed and no staff in-service program has been scheduled for that date. In the event that school is not closed on MLK Day, the MLK Day holiday will not add to the total number of floating holidays for Administrators.

If the school calendar does not include all fifteen (15) of the listed holidays (e.g. a holiday may fall on a weekend and not be reflected as a day off from the Monday to Friday work week), then one or more floating holidays may be offered to provide the fifteen (15) total holidays. The floating holiday(s) are to be used on a day when school is not in session, i.e. Teachers' Convention.

## 6.4 School Calendar

A. After consultation with Administrators, the Superintendent of Schools will endeavor to relieve from duty his/her Administrators for one entire recess period. The Superintendent shall use reasonable efforts to meet the desire of his/her administrative staff and should endeavor to meet the needs of the individual Administrators. If an Administrator disagrees with the Superintendent's decision, he/she may request a hearing with the Board of Education.

The Administrator should normally notify the Superintendent at least thirty (30) days in advance of the first day of the recess during which the Administrator plans to be absent. If the Superintendent does not concur, he/she will notify the Administrator within ten (10) calendar days after receipt of notification or twenty (20) calendar days prior to the start of the recess period requested.

b. Administrators will normally be expected to be at work whenever class is in session. This takes priority over the provisions described herein.

## 6.5 Vacation Days

### A. Length of Work year

The work year consists of 261 days less twenty (20) vacation days and fifteen (15) fixed holidays. The work year begins July 1 and concludes on June 30. The work periods can be adjusted by mutual consent. If an employee works less than a full fiscal year, the total number of days will be reduced in a pro-rata fashion. Vacation days will be accrued on a monthly basis (one and two-thirds days per month).

After ten years of service, vacation days increase to twenty-five (25).

### B. Vacation Day Carry-Over

Up to five (5) days of vacation not used in a single contract year may be carried over to the next year, provided that the carry-over days are used within two months of the end of the contract year (i.e. during July and August, so that the use of these days does not impact the period when school is in session), and provided that such carry-over has been pre-approved by the Superintendent of Schools so as to insure that the carry-over does not adversely impact the school district. Any unused vacation days that are not carried-over under this provision, and any carry-over days that are not used by September 1 of the following work year, will be lost.

## 7. **TEMPORARY LEAVES OF ABSENCE**

The provisions stated below for temporary leaves of absence shall be for the period covered by this Agreement. Subject to Section 7.4 below, unused days of this nature, for temporary leaves of absence, are not cumulative or transferable.

### 7.1 Death in the Immediate Family:

Leave of absence with full pay shall be granted from the day of death for a spouse, child, or any relative living in the same household with the Administrator. Leave of absence with full pay shall be granted for the death of a mother, father, brother, sister, grandparents, father-in-law, mother-in-law, or son/daughter-in-law, regardless of residence. The total allowance under this provision shall not exceed five (5) working days in any one year. In lieu of the above provision, if the deceased is a spouse or child of the employee, the allowance will be up to five (5) working days for each such death.

### 7.2 Serious Illness in the Immediate Family:

Leave of absence with full pay shall be granted for serious illness of Administrator's immediate family living in the same household with the Administrator, and mother and father, whether or not they are living in the Administrator's household. The total allowance under this provision shall not exceed two (2) working days annually during the period of this Agreement.



### 7.3 Personal:

An absence of three (3) days for personal reasons for which an explanation is not required shall be granted with full pay subject to the provision that the Superintendent shall be notified a minimum of three (3) days in advance, unless an unforeseen emergency arises. Up to two personal days not used at the end of the contract year will be converted to accumulated sick leave.

### 7.4 Additional Absences:

Additional absences may be granted at the discretion of the Superintendent for reasons considered exceptional. These absences may be granted in any of the following ways:

1. With pay, or
2. With partial pay, or
3. Without pay.

## **8. TUITION REIMBURSEMENT**

1. The Long Hill Township Board of Education will reimburse Administrators for the tuition costs of advanced credits beyond those required for a Master's Degree, for certification purposes, or professional growth or advanced graduate degrees, subject to the following conditions:

2. All courses are subject to the approval of the Superintendent in advance of registration.

3. In accordance with the provisions of N.J.S.A. 18A:6-8.5, tuition reimbursement requests must meet the following minimum requirements:

- a) The institution must be accredited (duly authorized institution of higher education
- b) The employee must have obtained prior approval of the Superintendent prior to enrollment in the course; and
- c) The course or degree must be related to the employee's current or future job responsibilities.

4. The provisions of this article will not be applicable for Administrators on Sabbatical Leave except as provided in Article VII.

5. Tuition reimbursement during any single contract year will be limited to a maximum of \$6,000 per year in the aggregate for all members of the association. Reimbursement is specifically limited to tuition costs. In order to ensure that reimbursement payments are equitably distributed, each Administrator must annually notify the Superintendent, no later than September 15, of the total amount of graduate credits expected to be completed during the school year. If the total amount requested exceeds \$6,000, reimbursement payments will be pro-rated on a per credit basis.

6. All courses of instruction shall be completed at a college or university which is a regionally accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. The minimum letter grade acceptable for reimbursement shall be a "B." Reimbursement normally shall be made in total by the Board of Education within forty-five (45) days following substantiation of successful completion of the course of studies and submission of all required paperwork, including a purchase order request, to the Business Office. Tuition will be reimbursed at the rate of \$500.00 per credit.

7. All courses of instruction shall be completed with a satisfactory or passing grade or level of achievement to be eligible for reimbursement. A satisfactory or passing grade shall be at the discretion of the college or university. Reimbursement normally shall be made in total by the Board of Education within forty-five (45) days following substantiation of successful completion of the course of studies.

8. All courses and courses of study referred to in this article and covered by the tuition reimbursement practice shall be taken and attended on the Administrator's own time, and at a time and in such a manner so as not to interfere with regular work responsibilities. No early release from regular duties during the school year will be permitted under this article.

9. Administrators not offered contracts for the subsequent work year and Administrators leaving of their own volition at the end of the current year are not covered by or included in this article.

10. If an Administrator voluntarily leaves the district within 3 years after the completion of a course which is eligible for reimbursement for employment elsewhere in New Jersey, the Administrator must reimburse the Board 100% of the amount given in reimbursement by the Long Hill Township School District during the previous three (3) years. Reimbursement to the district of these tuition payments shall be made within thirty (30) days of notification of resignation. Reimbursement will not be required if the employee is terminated or if the Administrator's existing position is eliminated.

## **9. MEDICAL BENEFITS**

The members of the association will contribute 1.5% of their base salary, or the percentage of the cost of the health benefits premium, as dictated by state law, toward the cost of medical benefits.

### **9.1 Medical, Surgical, Major Medical**

The Board shall provide all eligible Administrators and their dependents with the benefits provided by the New Jersey School Employees Health Benefits Plan ("SEHBP"). If, in the future, the Board unilaterally changes carrier without negotiating a change in the level of benefits, the benefits in the new plan shall be equal to or better than the benefits of the SEHBP. The Board shall pay the entire cost of such coverage for each Administrator and the immediate family dependents (spouse and children) who are eligible and whom the Administrator elects to have covered. To be eligible for Board-paid coverage, the Administrator's work week must be twenty-two (22) hours or more.

The Board shall offer a cash option of \$3,500 for family coverage and \$3,000 for husband and wife coverage each year to any Administrator who wishes to waive medical coverage. If the Administrator who selects this option experiences a life-changing event, he/she shall be permitted immediate re-entry into the plan and will not be required to wait for an open enrollment period.

## 9.2 Dental

The Board shall provide dental insurance coverage (including orthodontia for dependent children 18 years old or younger) for Administrators and their families, through enrollment in the Delta Dental Plan of New Jersey, Inc. (Program II-A) or substantially similar plan. The benefits under the plan shall be:

<u>Benefits</u>	<u>Co-Payments</u>
Preventative and Diagnostic	80%
Remaining Basic	80%
Crowns, Inlays and Gold Restorations	60%
Prosthodontic Services	60%
Orthodontic Benefits (child only)	50%

\$25.00 Single	Deductible – Not applicable to Preventative and Diagnostic
\$75.00 Family	Deductible – Not applicable to Preventative and Diagnostic
\$1,000 Calendar Year	Maximum – Excluding Orthodontic Benefits

Administrators who elect not to receive dental insurance from the Board may choose a cash option benefit of 50% of the premium cost for each year.

## 9.3 Prescription Drugs

Employees shall be eligible for prescription coverage through the medical plan in which they are enrolled. All medical plans offered by the Board shall provide access to prescription coverage.

## 9.4 Disability Insurance

The Board will provide a limited disability insurance policy of 60% of the Administrator's salary, up to \$6,000 per month coverage with a 90 day elimination period.

The Board will pay for \$1400, plus half of the remaining total cost, for the Administrators under this Agreement. The remaining half of the total cost will be split equally among the Administrators covered by this Agreement.

## 9.5 Change in Plan Providers

If during the period covered by the Agreement benefits under any of the programs referred to in Section 1, 2 or 3 of this article are expanded to provide coverage not specifically provided in these sections, any increases in cost resulting there from shall be paid in full by the Administrator. In the event State Law requires the employer to pay the increased cost of such additional coverage for the Administrator, then the contribution of the employer toward present dependent coverage shall be reduced by the additional amount the employer is required to pay for such additional Administrator coverage.

## ARTICLE 10 – SALARIES

### 10.1 After-School Activities and Meetings

Administrators shall attend meetings and activities after normal work hours (e.g. Board of Education meetings, PTO meetings, and after-school activities) as required by their positions and/or as directed by the Superintendent. Discretion shall be used by the Administrators, Superintendent and Board regarding required night meeting/activity attendance, so that all parties are satisfied that district needs are being met. In the event of a disagreement regarding the need or advisability of Administrator(s) attending particular night meeting/activity, the Board shall make the final decision.

### 10.2 Salary Assignment

Salaries for current Administrators will be determined in a manner based on a percentage increase negotiated for each year of the contract.

Salaries for current Administrators for the term of this contract shall be as follows:

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Principal, Millington	\$125,305	\$127,811	\$130,367
Principal, Central	\$128,512	\$131,082	\$133,704
Principal, Gillette/Director of Curriculum and Instruction	\$113,506	\$115,776	\$118,092

### 10.3 Doctoral Stipend

An additional \$2,500 per year will be added for doctoral status.

### 10.4 Payment for Chaperoning Overnight Student Trips

A payment of \$300.00 per night will be provided to an administrator who chaperones an overnight class trip for students.

## ARTICLE 11 – BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement and amendments thereto, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf on the public, all the operations and activities of the Long Hill Township School District to the extent authorized by law.

## ARTICLE 12 – MISCELLANEOUS

### 12.1 Travel Expense

The Board will reimburse Administrators for actual travel expense by personal automobile as incurred in professional activities and approved by the Superintendent at the rate applicable for official travel as established by the State of New Jersey and set forth in the OMB circular.

### 12.2 Dues Payment

The Board will pay for the cost of the annual dues of general membership in bona fide professional organizations subject to the following limitations:

1. The organization must be concerned primarily with the field of education on the administrative or managerial level.
2. The annual expense payment shall not exceed \$1,200 per Administrator.

### 12.3 Conference/Convention

The Board will pay for transportation, lodging, meals, and fees, up to a maximum of \$2,000 per work year, for one Administrator to attend if possible, on a rotating basis, a conference or convention. Any unused funds shall be available for other Administrators to attend other conferences or conventions during the work year. Approval by the Superintendent is required for all trip requests.

### 12.4 Duplication of Agreement

A copy of this Agreement shall be provided to each member of the Association at Board expense.

### 12.5 Use of School Facilities

The Association shall have the right to use school facilities for meetings of the membership outside of the school day at no charge to the Association. Normal application procedures shall be followed.

#### 12.6 Contract Dates

Individual contracts including salary specifications shall be issued to each Administrator on or before the last day of April of the work year prior to the period of employment covered in this contract.

#### 12.7 Required Notice for Resignation or Retirement

Each Administrator must provide a minimum of 60 day's notice in writing to the Board of Education of their intention to resign their position or to retire. The Board shall retain the option to pay the salary for the 60 day period and require the Administrator to work for a period of less than the full 60 days.

#### 12.8 Contracted Addresses

For the purposes of communication concerning this Agreement, the following addresses will be in effect for the term of this Agreement:

Secretary of the Board of Education  
Long Hill Township Public Schools  
759 Valley Road  
Gillette, New Jersey 07933

President of LHASA  
Long Hill Township Association of School Administrators  
Long Hill Township Public Schools

### **13. DURATION OF AGREEMENT**

#### 13.1 Contract Period

This Agreement shall be effective from July 1, 2013 through June 30, 2016.

#### 13.2 Separability

If any provision of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect.

## 14 SEPARATION FROM SERVICE

### 14.1 Vacation Days

Upon separation from employment in the District, the Board will pay for all unused vacation days up to a maximum of ten days, at the per-diem rate of the final year's base annual salary. If this contract is terminated by the Administrator prior to the end of a fiscal work year (i.e. June 30), there will be no payment for unused vacation days for that year. Throughout the term of this Agreement, the per diem rate shall be calculated as 1/261 of the current annual base salary.

### 14.1 Retirement Reimbursement for Unused Sick Days

A. Administrators having completed at least ten (10) years of service in Long Hill Township as of the effective date of their retirement shall be entitled to receive a Retirement Reimbursement. The amount of this Retirement Reimbursement shall be calculated by multiplying the total number of years worked in Long Hill Township by ten days per year (10) and reducing this product by the total number of sick days (benefits) actually used by the Administrator during such years of service. The resulting number shall constitute the Administrator's remaining "unused sick days for Retirement Reimbursement calculation." One fourth (25%) of this "unused sick days" total shall then be multiplied by the Total Per Diem Rate of salary paid the Administrator during his/her last year of service to determine the dollar amount of the Retirement Reimbursement. The Total Per Diem Rate is obtained by dividing the Total Salary by the Work Days in Year. For administrators hired after July 1, 2013, the maximum payout for unused sick leave shall be \$15,000.

#### B. Illustrative Example:

Assume employee has worked 20 years, has taken 50 sick days, and has a Total Salary of \$91,200 for a 228 day work year in the final work year.

Unused sick days for Retirement Reimbursement calculation =

$$\{\text{Number of years worked} \times \text{number of sick days allotted per year}\} \text{ less sick days used} = \\ \{20 \text{ years} \times 10 \text{ days per year}\} - 50 \text{ days} = 200 - 50 = 150$$

Retirement Reimbursement amount =

$$0.25 \times \text{Unused sick days for Retirement Reimbursement calculation} \times \text{Total Per Diem Rate} =$$

$$.25 \times 150 \text{ days} \times \$91,200 / 228 = .25 \times 150 \times \$400 = \$15,000$$

C. An Administrator shall be entitled to receive this Retirement Reimbursement only if the Administrator is eligible to commence drawing (or receiving) pension payments from the Pension and Annuity Fund at the time the Administrator retired as an employee of the Long Hill Township School District. The fact that a retiring Administrator has earned deferred pension benefits, but such benefits will not begin at the time of retirement from the Long Hill Township School District, means the Administrator will not be eligible to receive this Retirement Reimbursement.

D. The Board will make every effort to pay this Retirement Reimbursement at the time the retirement of the Administrator in question becomes effective, provided the Board is given sufficient advance notice of the date upon which the Administrator intends to retire. Under normal circumstances (excluding unforeseen medical reasons), notice given during the first three months of the work year of an intent to retire at the end of the work year will be sufficient to permit the Board to budget for such Retirement Reimbursement. Failure to give sufficient advance notice may result in delay in making Retirement Reimbursement payment until such payment is properly funded as part of a budget for a subsequent fiscal year. In such cases, a payment schedule will be developed to try to accommodate the needs of the school district and the Administrator.

## **15. COMPLETE AGREEMENT**

This Employee Agreement embodies the entire agreement between the parties hereto and cannot be modified except by written agreement of the undersigned parties.

## **16. SAVINGS CLAUSE**

If during the terms of this Employment Agreement, it is found that a specific clause of the contract is illegal, the remainder of this Employment Agreement not affected shall remain in full force and effect.

## **17. RIGHT TO LEGAL COUNSEL**

Administrator acknowledges that he or she has been informed of this right to be represented by legal counsel regarding the negotiation, development, and approval of this contract and that the Board's attorney does not represent him/her, in this regard.

## **18. NEW JERSEY LAW**

This agreement shall be construed in accordance with the provisions of the laws of New Jersey.

## **19. SEPARABILITY**

If any provision, or part of any provision, of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



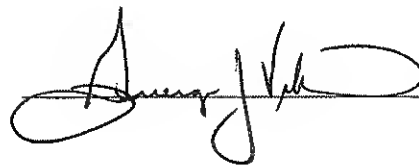
## 20. SIGNATURES

IN WITNESS THEREOF, the Board and Association have caused this Agreement to be executed by their duly authorized officers, and their corporate seals affixed, the day and year first above written.

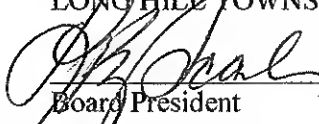
ATTEST:

 4/22/13  
Board Secretary Date

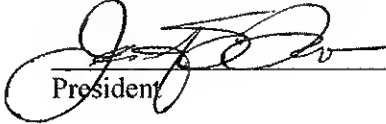
ATTEST:

 4/24/13

THE BOARD OF EDUCATION OF  
LONG HILL TOWNSHIP

 4/22/13  
Board President Date

THE LONG HILL TOWNSHIP  
ASSOCIATION OF SCHOOL  
ADMINISTRATORS

 4/24/13  
President Date

